

## Aspley Hypermarket Wi-Fi for Free TERMS AND CONDITIONS

### 1. Definitions

For the purposes of these Terms & Conditions, the following words have the corresponding meanings:

(a) "Centre" means Aspley Hypermarket situated at 59 Albany Creek Road, Aspley in the State of Queensland;(b) "Factors" includes but is not limited to the following factors:(i) the capabilities of your computer or wireless enabled mobile device;(ii) the physical location of the Wi-Fi access point in the Centre;(iii) the physical location of the Wi-Fi access point in relation to your computer or wireless enabled mobile device;(iv) user traffic at the Wi-Fi access point during your time of access;(v) general internet congestion;(vi) wireless signal interference.(c) "Trident" means Trident Security Australia Ltd;(d) "Owner" means the registered proprietor of the Centre;(e) "Sponsor" means any person who sponsors or remunerates Trident in providing the Wi-Fi access point for use at the Centre;(f) "Wi-Fi access point" means the wireless local area network access point provided by Trident for use at the Centre from time to time.

### 2. Interpretation

In these Terms and Conditions, unless a contrary intention appears:

(a) An agreement, representation, covenant or warranty in favour of two or more persons is in favour of them jointly and severally;(b) An agreement, representation, covenant or warranty made by two or more persons binds them jointly and severally;(c) Words importing the singular include the plural and vice versa;(d) The word person includes corporations, forms, unincorporated associations, bodies corporate, authorities and agencies;(e) A reference to these Terms & Conditions includes a reference to these terms and conditions as amended by Trident from time to time;(f) A reference to "you" or "your" includes but is not limited to the owner and any user of the computer or mobile device used to access the Wi-Fi access point;(g) A reference to a person includes a reference to the person's executors, administrators, successors, permitted assigns and includes the employees, contractors and agents of that person;(h) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time;(i) Headings are inserted for convenience and do not affect the interpretation of these Terms & Conditions; and(j) A reference to the whole of a thing includes a reference to a part of that thing.

### 3. Acceptance of Terms & Conditions

3.1 By accessing and using the Wi-Fi access point, you agree to accept and abide by these Terms & Conditions.

3.2 If you do not accept and agree to abide by these Terms & Conditions, you must not access or use the Wi-Fi access point.

3.3 Trident may, at any time, revise, amend and add to these Terms & Conditions.

#### 4. Access to Wi-Fi access point

4.1 Provided that you:

(a) are a customer of the Centre;(b) provide your own computer or wireless enabled device mobile device;(c) provide your own power source for your computer or wireless enabled device mobile device; and(d) prior to your using the Wi-Fi access point, you have agreed and accepted these Terms & Conditions, then, subject to these Terms & Conditions, Trident will allow you access to and use of the Wi-Fi access point free of charge.

4.2 Neither Trident, the Owner nor any Sponsor shall be required or obliged to provide to you any power supply, information technology advice or assistance of any kind to enable you to access or use the Wi-Fi access point.

4.3 You must not to manipulate or attempt to manipulate any computer or hardware connected to or which is able to be accessed via the Wi-Fi access point

4.4 You must not use the Wi-Fi access point under any circumstances if you do not have the express permission of the owner of the computer or wireless enabled mobile device which is intended to be used to access the Wi-Fi access point.

4.5 Subject to these Terms & Conditions, Trident will use reasonable endeavours to:

(a) provide you with a reliable, stable and secure access to the Wi-Fi access point;(b) to monitor the Wi-Fi access point;(c) to attend to any faults, malfunctions of the Wi-Fi access point access.

#### 5. Automatic log-out

5.1 You will automatically be logged-out of the Wi-Fi access point if:

(a) your access to the Wi-Fi access point is terminated by Trident;(b) the wireless connection to the Wi-Fi access point you are accessing is lost, disconnected or becomes out of range;(c) no activity is detected from your wireless enabled device for a continuous period of 2 minutes whilst logged on to the Wi-Fi access point;(d) if you leave the Centre; or(e) if you exceed the download limit of 50MB in any period during which you are connected to the Wi-Fi access point.

5.2 Trident reserves the right to terminate your connection to and access to the Wi-Fi access point at any time and for any reason.

5.3 If you are in the process of downloading a file and you are automatically logged-out of the Wi-Fi access point or your connection to the Wi-Fi access point is terminated for any reason, your partially downloaded file will not be saved and will not be recoverable. Trident recommends that you save your work regularly whilst using the Wi-Fi access point and/or take necessary precautions to prevent such occurrences.

5.4 If you are automatically logged-out of the Wi-Fi access point or your connection to the Wi-Fi access point is terminated, you will need to log-in again to gain access to the Wi-Fi access point.

## 6. Acknowledgements

6.1 You acknowledge and agree that:

(a) the speed and throughput of the Wi-Fi access point will vary depending on the Factors;(b) you may not be able to immediately reconnect or log back into the Wi-Fi access point in the event that you are automatically logged out or your connection to the Wi-Fi access point is terminated;(c) Notwithstanding any provision of these Terms & Condition to the Contrary, Trident makes no promise, warranty or representation that the Wi-Fi access point will be:(i) suitable for use by you;(ii) suitable for any use to which you intend it to be put; or(iii) available, continuous, fault-free, secure or accessible at all times.(d) the Wi-Fi access point access is not suitable for and will not support any application or use which requires continuous, fault-free network connectivity or uninterrupted data traffic flow;(e) Trident will not be liable to you or any other person for any loss or damage suffered or sustained:(i) if the Wi-Fi access point becomes unstable, unsecured, slow or unavailable for any reason whatsoever;(ii) due to any fault, malfunction or problem with the Wi-Fi access point;(iii) due to the automatic log-out or termination of any connection to the Wi-Fi access point.

## 7. Web Content

7.1 Trident may, in its absolute and sole discretion, limit or block certain websites and/or content that you may seek to access whilst using the Wi-Fi access point.

7.2 Without limiting its rights, Trident may block or limit access to websites and/or content via the Wi-Fi access point that Trident considers is not "family friendly" or may bring negative exposure or harm to Trident, the Centre and/or any Sponsor and/or any brand or trade name associated with any of such persons. This includes, but is not limited to, websites and/or content that:

(a) could cause Trident to be in breach of any law, code or instrument which governs its conduct or to incur a liability to any third person or entity;(b) could interfere with the integrity and/or performance of the Wi-Fi access point or Trident other networks or equipment;(c) depicts, alludes to or promotes offensive or illegal behaviour;(d) is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;(e) harasses or advocates harassment of another person;(f) exploits people in a sexual or violent manner;(g) contains nudity, violence, or offensive subject matter or which may contain links to adult websites;(h) promotes conduct that is abusive, threatening, obscene, defamatory;(i) promotes an illegal or unauthorised copy of another person's copyrighted work (including but not limited to file sharing applications such as Limewire, eDonkey, Napster or any other Bit-Torrent or peer to peer applications);(j) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamTrident";(k) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;(l) contains any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programTrident routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information; or(m) uses sexually suggestive imagery or any other inappropriate, misleading or deceptive content.

7.3 Trident may immediately and without notice to you terminate and block your access to the Wi-Fi access point if:

(a) you access or use the Wi-Fi access point in contravention of these Terms & Conditions;(b) you attempt to manipulate or bypass any limitations of the Wi-Fi access point by any means;(c) you behave in a vexatious, illegal, inappropriate, or unsociable manner (whether in the Centre or as a user of the Wi-Fi access point); or(d) Trident in its absolute discretion so elects.

7.4 Your access to and use of websites and/or content is subject to such websites and/or content passing through any security systems implemented by Trident in its absolute discretion from time to time.

## 8. Security

8.1 You are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the Wi-Fi access point and you are responsible for keeping all usernames, passwords and other security-based information secure and private at all times.

8.2 Notwithstanding any provision of these Terms & Conditions to the contrary, neither Trident, the Owner nor any Sponsor shall, in any way, be liable to you or any other person for any kind of loss or damage incurred as a result of your use of the Wi-Fi access point, including but not limited to any viruses you may become subject to during your use of the Wi-Fi access point.

## 9. Service Privacy

9.1 Trident will only collect, use and store your personal information for the purposes of delivering access to the Wi-Fi access point in accordance with applicable legislation and these Terms & Conditions.

9.2 Subject to these Terms & Conditions, Trident will endeavour not to capture or attempt to capture any personal information whilst you access and/or use the Wi-Fi access point without your consent.

9.3 Once you access the Wi-Fi access point and open your Internet Browser application to view a website, Trident may capture and process information regarding your web browser type and/or operating system information as used by your computer or wireless enabled mobile device, in order to determine the most effective and/or customised way to display the requested webpage on your device.

9.4 Trident may collect and store the IP and MAC address of all computers and wireless enabled mobile devices that access the Wi-Fi access point.

9.5 Neither Trident, the Owner nor any Sponsor shall in any way be responsible for how any third party (including but not limited to any website that you access and/or use through the Wi-Fi access point) collects and/or uses your personal information.

9.6 You are solely responsible for checking the terms of use and privacy policy of each website you visit via the Wi-Fi access point on a case by case basis and determining whether you accept such terms of use and/or privacy policies.

9.7 If you have any queries regarding Trident's collection and/or use of your personal information, you may contact Trident via email at [Tridentholdings@iinet.net.au](mailto:Tridentholdings@iinet.net.au).

## 10. Limitation of Liability

10.1 Your access to and use of the Wi-Fi access point is at your own risk.

10.2 Trident acknowledges that certain statutory warranties may be implied by the provisions of the Trade Practices Act 1974 (Cth) which cannot be excluded if goods or services are of a kind ordinarily acquired for personal, domestic or household use.

10.3 Without limiting the above, Trident makes no warranties or representations as to the accessibility, security, stability or reliability of the Wi-Fi access point or anything related thereto and Trident specifically disclaims any liability or responsibility for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made using the Wi-Fi access point.

10.4 Neither Trident, the Owner, any Sponsor nor any other party involved in delivering the Wi-Fi access point is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or inability to use or access, the Wi-Fi access point for any reason whatsoever, even if such party or parties have been notified or advised of the possibility of such damages.

10.5 Trident assumes no responsibility, and makes no warranty or representation in relation to, and shall not be liable in respect of your use of any third party proprietary software.

10.6 Trident assumes no responsibility, and shall not be liable for, any damage to, or viruses that may infect your computer or mobile device or other property on account of your access to or use of the Wi-Fi access point.

10.7 Trident is not responsible for the content of any website accessed or used via the Wi-Fi access point. Your access to and use of any website or network connection whilst using the Wi-Fi access point is entirely at your own risk.

## 11. Indemnity

11.1 You indemnify and must keep indemnified and defend and hold harmless, Trident, the Owner and any Sponsor and their respective personnel, from and against all losses, damages, liabilities,

claims, proceedings, charges, expenses or costs (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind arising from your use and access of the Wi-Fi access point and/or your breach of these Terms & Conditions.

## 12. Miscellaneous

12.1 These Terms & Conditions and any agreement formed in respect of or relating to same shall be governed by and construed in accordance with the laws of Queensland and the parties hereby submit to the jurisdiction of the courts of Queensland.

12.2 Any proceedings in respect of any cause of action between the parties shall be instituted, heard and determined in accordance with the law of the State of Queensland in a Court of competent jurisdiction. Any such Queensland Court shall have territorial jurisdiction to hear and to determine such proceedings.

12.3 If any provision in these Terms & Conditions is capable of two constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, such provision shall have the meaning that renders it valid and enforceable.

12.4 Subject to Clause 12.3, if anything in these Terms & Conditions is or becomes unenforceable, illegal or void, then it is severed and the rest of these Terms & Conditions shall remain in force.

12.5 Subject to these Terms & Conditions, no variation, modification or waiver of any covenant in these Terms & Conditions shall be of any force or effect unless the same is agreed in writing.

12.6 Time is of the essence of each party's obligations hereunder.

12.7 A notice or other communication connected with this Deed has no legal effect unless it is in writing.